



## GENERAL TERMS AND CONDITIONS in effect as of 5<sup>th</sup> June 2023

### I. Basic Provisions

in compliance with Section 1751 of the Act no. 89/2012 Coll., the Civil Code, as amended, the company UXA spol. s r.o. issues these General Terms and Conditions, which form an integral part of every contractual relationship established between:

#### **Seller:**

##### **UXA spol. s r.o.**

with a registered office at Plotní 546/45, Komárov 602 00 Brno

ID no.: 440 13 353, VAT ID no.: CZ 440 13 353

registered in the Commercial Register managed by the Regional Court in Brno, file no. C 3089

bank account:

acc. no.: 6667778889/2010

as the party of the first part

(hereafter "**Seller**")

and

#### **Buyer**

as the party of the second part

(hereafter "**Buyer**")

### II. Applicability of the General Terms and Conditions

1. These General Terms and Conditions (hereafter "**GTC**") form an integral part of framework purchase agreements / purchase agreements concluded between the Seller and the Buyer, the subject of which is the delivery of foundry products and corresponding services (hereafter "**Goods**") specified in the individual agreements. As such, the GTC will apply in each case, unless the Parties agree otherwise in writing.
2. Diverging provisions in the framework purchase agreement / purchase agreement will prevail over the provisions of these GTC.

### III. Terms used in GTC

1. Agreement = purchase agreement, framework purchase agreement etc.
2. Seller = selling corporation in the purchase agreement
3. Buyer = buying corporation in the purchase agreement.
4. Performance = delivery of Goods or provision of a service.
5. Goods = foundry products or provided services.
6. Place of performance = place of delivery of Goods.
7. Delivery terms = the use of the selected INCOTERMS clause will always be indicated on the offer, order confirmation, purchase agreement, or other suitable business document.

### IV. Conclusion and Terms and Conditions of Agreement

1. If the Buyer sends to the Seller an order, such order is considered a proposal of an Agreement. An order must be made in writing and may be sent in electronic form. The Seller is obliged to confirm the delivered order in writing or to inform the Buyer that it rejects the order. The Agreement is concluded upon confirmation of the order by the Seller.
2. Confirmation of the order, which contains additions, reservations, limitations or other changes that substantially alter the contents of the Agreement, is considered a rejection of the order and constitutes

a new proposal of the Seller for the conclusion of a purchase agreement. In this case, the Agreement is only concluded if the Buyer confirms this proposal in writing.

3. At the moment the order is confirmed with reservations that do not substantially change the terms of the order, the Agreement is concluded.
4. By virtue of the Agreement the Seller undertakes to deliver the ordered performance/Goods/services to the Buyer within a specified period of time at the agreed price.
5. Ownership title to the Goods is acquired by the Buyer in each case only after full payment of the purchase price.
6. Risk of damage to the Goods passes to the Buyer upon takeover of the Goods by the Buyer or their authorized representative. In the case of delivery of the Goods to another destination, the Goods are delivered by the Seller to the Buyer and the risk of damage to the Goods passes to the Buyer at the moment of receipt of the Goods by the Buyer from the carrier. Specific conditions are always determined by the selected INCOTERMS clause.

#### **V. Model Equipment and Production of Samples**

1. In accordance with the concluded agreement for modification or repair of model equipment owned by the Buyer, the Seller is entitled to carry out these modifications or repairs themselves or to have them carried out by a third party. Costs of repair or modification of the model equipment will be borne by the Buyer.
2. The Buyer agrees to provide complete drawings along with the request for model equipment, otherwise the Buyer acknowledges that the Seller cannot guarantee timely fulfillment of the Buyer's requirements. The delivery term agreed in the Agreement will be extended by the time of default on the part of the Buyer with fulfilling this obligation, proportionately and with regard to the capacity of the Seller.
3. The model equipment becomes the property of the Buyer only after payment of the full purchase price.
4. Service life of each specific piece of model equipment is defined in the offer by time or by the number of castings produced.
5. After making a new model equipment / repair / modification of the existing model equipment, the Seller will produce samples of the Goods. The Seller is entitled to issue an invoice for the manufacture / repair / modification / delivery (purchase price) of the model equipment along with the delivery of the samples to the Buyer.
6. At the same time with dispatching the samples to the Buyer the Seller will also send a measurement report. The Buyer will be obliged to confirm in writing the dimensions and internal quality of the sample, including the measurement report, within 14 days after delivery, unless the nature of the order or the agreement of the Parties implies a different deadline. The delivery term agreed in the Agreement will be extended by the time of default on the part of the Buyer with fulfilling this obligation, proportionately and with regard to the capacity of the Seller.
7. After acceptance of models from the Buyer, the Seller undertakes to ensure that the models are properly stored so that they cannot be damaged, lost or stolen.
8. Upon termination of regular deliveries of Goods to the Buyer, based on either termination of the contractual relationship between the Parties or a written notice from the Buyer, the Buyer is obliged to take over all model equipment in their possession within 1 month after the termination of deliveries.
9. If the model equipment is not taken over by the Buyer, the Seller undertakes to store the model equipment free of charge for a period of 6 months. If such model equipment is not taken over by the Buyer after the lapse of the 6-month period, the Seller will charge a monthly storage fee of CZK 500 /piece of model equipment/ per month. The storage fee will be invoiced for a 6-month period in arrears.
10. After the lapse of the storage period of 1 years from the termination of regular deliveries of Goods, the model equipment will be physically disposed of at the Buyer's expense after prior written notice from the Seller with a thirty day collection period. The disposal costs will be subsequently re-invoiced to the Buyer.

#### **VI. Delivery Terms and Conditions**

1. The Goods will be delivered in dimensions and geometric shapes according to mutually agreed drawings.

2. Unless otherwise agreed, the Goods will be delivered in dimensional and geometric accuracy according to the technical standard EN ISO 8062-3 (General Dimensional and Geometric Tolerances for Castings), in linear dimensional tolerance DCTG 11 and geometric tolerance level GCTG 6.
3. The place of performance is the Seller's registered office, unless otherwise agreed in writing. In case of a different place of performance, the Buyer undertakes to deliver the shipping disposition to the Seller in writing at least 20 days before the agreed delivery date.
4. In the event that the place of performance is at another address agreed in writing, delivery to the Buyer will be arranged by the Seller and the Buyer undertakes to pay the transport costs incurred.
5. The Seller's obligation to deliver the Goods to the Buyer is fulfilled when the Seller delivers the Goods through an external carrier to the Buyer or prepares it for acceptance from the Seller. A handover protocol/delivery note will be drawn up at the handover and acceptance of the Goods.
6. Delivery prior to the delivery term specified in the Agreement, as well as partial delivery, is permissible within a period of two months prior to the agreed delivery term.
7. Deviations in the delivered and agreed quantity are allowed for serial production within a range of -5% to +10%. The Buyer undertakes to accept the Goods with these deviations and pay the agreed price thereof.
8. If the Buyer requires a certificate of the materials used, the price is CZK 1,500/EUR 60 per certificate. The Buyer will state such request in the order.

## VII. Price

1. Prices for the Goods are agreed in accordance with the applicable legislation in each Agreement.
2. The Buyer agrees to pay the Seller the agreed advance payment. If the Buyer fails to pay the advance payment duly and on time, the original term of performance specified in the Agreement will be deemed to have been extended by the period of default with payment of the advance payment. In case of default with payment of the advance payment for more than 14 days from the date of concluding the Agreement, the obligations arising from the Agreement will expire. The manner and form of securing the obligation will be the subject of a separate agreement, if it is used.
3. In case of extraordinary movements in the commodity market (raw materials and energy for the preparation of liquid metal), the Seller has introduced MTZ and ETZ surcharges. The current amounts of the surcharges are published at [www.uxa.cz](http://www.uxa.cz)
4. Both MTZ and ETZ are charged at the current rate as part of the final price of the Goods no later than on the day of delivery of the Goods to the Buyer.
5. The value of both indices is announced once per quarter (or in case of dramatic price movements of the indices once per month or even more frequently), always for the following quarter/month/time period on our website [www.uxa.cz](http://www.uxa.cz) in the news section.
6. For new orders, the value of mark-ups is stated in the contractual documentation (offer, order confirmation, or purchase agreement) and subsequently their current amount is included in the final price of the Goods no later than on the delivery date of the Goods to the Buyer.
7. If an extraordinary, unforeseeable and insurmountable obstacle arising independently of the Seller's will (force majeure) occurs in the period between the acceptance of the order by the Seller and its full completion and delivery of the Goods to the Buyer, the Seller is obliged to notify the Buyer of this fact without delay.
8. At the same time, the Seller is entitled due to the existence of this obstacle (force majeure) to modify, change, cancel the order or part thereof, as well as the terms and conditions of production, invoicing, delivery, or any other related circumstance or fact related to the production and delivery of Goods to the Buyer.
9. In case the existence of this circumstance (force majeure) causes the agreed performance of the Agreements to become impossible, any liability of the Seller for modification, non-compliance, non-performance, or even the jeopardizing of the agreed terms of delivery of the Goods is completely precluded.
10. Any extra work will be invoiced as follows:
  - o the Seller will pay the costs of extra work up to a maximum of 5% of the value of performance
  - o the aggregate price of extra work per piece must not exceed the price of the delivered casting

11. If within 12 months of approval of the samples the Buyer does not order the requested quantity of products stated in the offer, the Seller has the right to charge 20% of the price of the model equipment as compensation for unrealized production.
12. The castings will be delivered in bulk or on wooden pallets unless otherwise agreed in writing by the Parties. In the event that the Goods are delivered on metal returnable pallets, the Buyer undertakes to pay to the Seller, in addition to the price of the Goods delivered, a deposit in the amount of the selling price of such pallets in case of destruction, theft, etc., as follows:
  - o metal pallet small, unit price 1.500 CZK
  - o metal pallet large, unit price 3.000 CZK
  - o in case the advance payment for pallets is required/charged by the Seller.

If shipping packaging of other tips is used, the cost calculation will correspond to the usual market price. The Buyer undertakes to return the pallets to the Seller's registered office immediately after the Goods have been collected, along with the issued waybill.

The Buyer will be obliged to handle the packaging properly, in particular to return it emptied and unsoiled, otherwise the Buyer will be obliged to pay all provable costs related to repair and cleaning thereof. The Buyer will be obliged to indicate the number of the Seller's delivery note on the shipping document for the pallets.

In case the Buyer is in default with returning the pallets, or in case of termination of business relations between the Seller and the Buyer, the Seller will be entitled to charge the Buyer for the unreturned pallets at the prices stated above and according to the Seller's records of delivered pallets.

### **VIII. Payment Terms and Conditions**

1. The Buyer will be obliged to pay the price or a portion thereof on the basis of the payment terms agreed in the framework purchase agreement / purchase agreement. The day of fulfilment of the Buyer's obligation to pay the purchase price to the Seller will always be the date on which the funds corresponding to the purchase price are credited to the Seller's account, unless otherwise agreed by the Parties.
2. The Buyer undertakes to pay the purchase price, including any shipping costs, to the Seller no later than 14 days after the issuance and delivery of the tax document – invoice. The tax document – invoice must have the requisites of a regular tax document and comply with the applicable legislation, in particular with the relevant provisions of the Value Added Tax Act, as amended. This tax document – invoice will be sent to the Buyer immediately after issue, if it has not already been handed over upon receipt of the Goods or another occasion.
3. If any payment payable by the Buyer under the concluded Agreements is not duly made, the Seller will notify the Buyer in writing of such outstanding payment and will allow the Buyer an additional period of 7 days for payment. After such additional period has expired without such payment being made, the Seller will be entitled to suspend production for the Buyer until the outstanding amount has been duly paid. In the event of suspension of production due to non-payment by the Buyer, the Seller's term for the delivery of performance will be extended by this period of default.
4. In the event of default by the Buyer with any obligation to the Seller, the Seller will be entitled to exercise a right of retention to the Goods already produced. In such a case, the Seller is deemed to have fulfilled their obligation under the Agreement to deliver the Goods and is entitled to payment of the price of the Goods. The Seller will notify the Buyer in writing of the exercise of the right of retention.
5. Any complaint made by the Buyer is not a reason for the Buyer to suspend payment of their obligation to the Seller arising in connection with the production of the Goods.

### **IX. Sanctions**

1. In the event of the Buyer's default with payment of the price, including any transport costs, the Buyer undertakes to pay the Seller a contractual penalty of 0.1 % of the unpaid invoiced amount for each calendar day of delay.
2. In case the Buyer withdraws from the Agreement after the conclusion thereof, the Seller will be entitled to claim from the Buyer all costs provably incurred.

3. If the Buyer does not collect the Goods within 14 days after notification that the Goods are ready for collection, the Buyer is obliged to pay the Seller a contractual penalty of 0.1 % of the agreed amount of the performance price for each calendar day of delay.
4. In case the Seller is in default with their obligations to deliver the Goods under the Agreement, the Seller will be obliged to pay to the Buyer a contractual penalty of 0.1 % of the price for each day of default, up to the maximum of 3 % of the price stated in the Agreement. Goods delivered within 14 calendar days after the expiry of the delivery term specified in the Agreement will be deemed to have been delivered on time. The Buyer is not entitled to compensation according to Section 2050 of the Civil Code for damage incurred by a delay with delivery of the subject of performance on the part of the Seller, and the Buyer hereby waives the right to compensation. Furthermore, the right for compensation of lost profit is hereby precluded as well.
5. In the event that the Buyer is in default with payment of even previously issued invoices (or with fulfillment of any other contractual obligation), the Seller is entitled to defer the production, all deliveries of Goods for the same Buyer, any persons acting in concert with the Buyer, the Buyer's business associates, subcontractors, cooperators, etc. For such a situation (default of the Buyer in fulfilling contractual and payment obligations), the Parties agree that the Buyer does not have any entitlements associated with any delay of the Seller.

#### **X. Liability for Defects**

1. The Seller is liable for defects in quantity, workmanship or quality that the Goods had at the time of the transfer of the risk of damage to the Buyer.
2. Unless agreed otherwise, the quality warranty / warranty period is :
  1. 6 months for dimensional defects,
  2. 12 months for internal defects,
  3. 24 months for material structure defects
3. The Buyer is only entitled to exercise the rights under the warranty for Goods, if they use the Goods in accordance with the intended use thereof.
4. The Buyer is obliged to inspect the Goods immediately after delivery / upon collection of the Goods, but no later than 7 business days after delivery. The Buyer will be obliged to check the completeness of the delivery, especially the correct product code, number of pieces, etc., within the period stated above.
5. If the Buyer discovers that the Goods have defects covered by the quality warranty, they will be obliged to notify the Seller of the defects in writing within 7 business days after the Buyer has discovered the defects.
6. The Buyer is always obliged to act in such a way as to prevent damage to the Goods. In particular, they must always inform the Seller without undue delay of any circumstances that could result in further defects or non-conformities.
7. Any complaints must be filed by the Buyer in each case in writing and delivered to the Seller. Complaints must include: delivery note number, model number, number of units under complaint and exact defect specification, date and signature, relevant photo documentation.
8. In case of obvious mechanical defects that occurred during transport and are detectable when the Goods are unloaded, the Buyer is obliged to make a record thereof on the delivery note and have it confirmed by the carrier. By failing to make a record in the delivery note, the Buyer agrees to accept the Goods without reservation and a later claim of this kind cannot be accepted by the Seller.
9. In case the Buyer asserts a claim arising from the defects of the Goods in the form of a price discount, the Seller reserves the right to verify the defect. The Buyer is therefore always obliged to deliver the Goods under complaint back to the Seller in accordance with the agreed INCOTERMS.
10. If an obvious defect, porosity, etc. appears on the Goods, it is possible, unless prohibited by the Buyer, for the Seller to remove the defect by putting or welding. Before shipment, chains will be subjected to a test load 3 times greater than the allowable load at which the chain is to operate.
11. However, liability of the Seller for defects covered by the quality warranty does not arise if these defects were caused after the transfer of the risk of damage to the Buyer by external events and were not caused by the Seller or persons with whose help the Seller has fulfilled their obligation. The quality

warranty also does not cover normal wear and tear and defects caused by the unsuitability or non-functionality of Goods used in unsuitable conditions or environments.

12. Goods or parts of the Goods that are subject to a complaint prior to installation may not be used, sold or otherwise modified by the Buyer without consultation with the Seller or until the complaint has been settled. Otherwise, the right to make a complaint expires.
13. The Parties have agreed that in the event of a defect in the Goods resulting in a default by the Buyer towards its contractual partners, the Buyer will not be entitled to claim from the Seller any increased costs incurred thereby.

#### **XI. Circumstances Precluding Liability of the Seller**

1. In case of events which cannot be foreseen at the time of the conclusion of the contractual relationship and which impede the Seller in the performance of their contractual obligations, the Seller will be entitled to extend the term for the delivery of the Goods by the period for which this impediment existed and by the time necessary to resume the Seller's activity. Such an impediment is also an increase in production for another buyer and a reduction in capacity that the Seller could not have foreseen at the time of concluding the Agreement with the Buyer, or a limitation of production due to decisions of state or local authorities.
2. In all cases of circumstances precluding the liability of the Seller, the Seller is entitled to extend the term for delivery of the Goods, or withdraw from the Agreement, without being obliged to compensate the Buyer for any damage caused.
3. The Buyer is entitled to ask the Seller whether they will withdraw from the Agreement or whether they will deliver the Goods within a reasonable additional period. If the Seller does not reply without delay, the Buyer will be entitled to withdraw from the Agreement. The Buyer will not be entitled to refuse to accept any partial performance that was already delivered to the Buyer.

#### **XII. Personal Data Protection and Processing**

1. The Buyer hereby expressly grants their consent to the Seller (hereafter "Controller") to process all data collected on the basis of concluded agreements and orders within the meaning of the Regulation (EU) 2016/679 of the European Parliament and of the Council, the General Data Protection Regulation (hereafter "GDPR"). This may include the following personal data: name and surname, address, e-mail address and telephone number, payment details, if applicable, as well as other data relating to the Buyer, such as company name, contact person, address, telephone, fax. The Buyer agrees that the Seller may process the data collected for the Seller's needs. Personal data will not be disclosed to any third party under any circumstances.
2. The Buyer grants their express consent with the processing referred to above. The consent may be withdrawn at any time, for example by sending a letter to the Controller's registered office or to their email address: [info@uxa.cz](mailto:info@uxa.cz).
3. In case of any doubt regarding personal data processing, the Buyer has the right to contact the Controller or the Office for Personal Data Protection, which is the supervisory authority in this area. Also, any complaints may be filed with this Office.

#### **XIV. Final Provisions**

1. The legal relations between the Parties arising on the basis of the Agreement, as well as associated legal relations, including issues of validity and consequences of invalidity, which are not regulated by the Agreement or the Seller's GTC, will be governed by the law of the Czech Republic, in particular by the relevant provisions of Act no. 89/2012 Coll., the Civil Code, as amended. All disputes arising out of legal relations between the Parties to this Agreement and in connection therewith will be resolved in accordance with the agreement of the Parties by the courts of the Czech Republic. Territorial jurisdiction of the court will be governed by the registered office of the Seller.
2. Pursuant to Section 1765 of the Civil Code, the Buyer assumes the risk of a change of circumstances.
3. Both the Seller and the Buyer undertake to immediately notify the other Party of important facts, unfamiliarity with which in the course of performance of a business case may affect its otherwise smooth

implementation, such as a possible change of the company's registered office, change of delivery address, change of bank connection, change of VAT number, etc.

4. All written communication related to the Agreement will be delivered by email to the Buyer's email address and the Seller's email address. Documents modifying in any way the rights and obligations of the Parties or documents for which the Agreement so provides will at the same time be sent in writing by registered mail to the addresses of the Parties specified in the header of the contractual and procedural documents.
5. Both the Seller and the Buyer are obliged to maintain confidentiality of all facts that come to their knowledge in connection with the activities under this Agreement. The Parties are also obliged to ensure that this confidentiality is respected by all their employees or external co-workers.

In Brno on 5<sup>th</sup> June 2023

.....  
UXA spol. s r.o.